

MEMORANDUM OF UNDERSTANDING

Between The

PLEASANT HILL POLICE ASSOCIATION

and The

CITY OF PLEASANT HILL

August 1, 2005 through July 31, 2009

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EXHIBIT A:	SALARY SCHEDULE AS OF APRIL 1, 2006
EXHIBIT B:	MATERNITY LEAVE POLICY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PLEASANT HILL POLICE ASSOCIATION
AND THE
CITY OF PLEASANT HILL**

**ARTICLE I
PREAMBLE**

This Memorandum of Understanding ("Agreement") is made and entered into this 1st day of April, 2006, by and between the City of Pleasant Hill ("City"), and the Pleasant Hill Police Association ("Association").

The purpose of this Agreement is threefold: 1) to promote the improvement of personnel management and employee relations; 2) to provide an equitable and peaceful procedure for the resolution of differences; and 3) to establish rates of pay and other terms and conditions of employment.

The City and the Association agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.

Nothing in this Agreement between the parties shall invalidate or be substituted for any provision in City Resolution No. 25 -77 unless specifically agreed to herein.

**ARTICLE II
RECOGNITION**

Pursuant to Government Code Section 3500 et seq. and City Resolution No. 25 -77, the City hereby recognizes the Pleasant Hill Police Association as the bargaining representative for purposes of representing the police employees identified in Article XX in the General Unit with respect to their compensation, hours, and other terms and conditions of employment for the duration of this Agreement.

**ARTICLE III
DEDUCTION OF DUES**

The City shall deduct dues from police employees and remit said dues to the Association on a semi-monthly basis for the duration of this Agreement. The dues deduction shall not include assessments.

Addition and/or deletion of the monthly dues shall be recorded by the Director of Finance and a notification of all dues transactions shall be sent monthly to the Association President.

The Association shall hold the City harmless from any and all claims related to deducting and remitting the dues referred to in this Article.

ARTICLE IV
MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section A. **Incorporation of Provisions From Resolution No. 25-77**

The following provisions of Resolution No. 25-77 are specifically incorporated into this Agreement:

“SECTION 3.3. DISCRIMINATION AGAINST EMPLOYEE

The City and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of their exercise of their right to refuse to be represented by an organization and their right to represent themselves in their employment relations with the public agency.”

“SECTION 4. MANAGEMENT RIGHTS

The City of Pleasant Hill retains the sole right to manage its business, expressly those rights designated by law and indicated in the City Ordinances and Resolutions; to maintain order and efficiency in its departments and divisions and to provide systems and procedures to effectuate its business; prepare, establish and reaffirm personnel rules and regulations in handling employee matters utilizing the intent and provisions of this resolution to effectuate said rules and regulations. The City may designate management and confidential positions and restrict employees in such positions from representing any certified or non-certified employee organizations.”

“SECTION 5. EMPLOYEE RIGHTS

The employees of the City of Pleasant Hill shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City also shall have the right to refuse to join participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. An employee or an employee representative shall have the reasonable time off as requested and approved, without loss of compensation of benefits to formally meet and confer with management on matters with the scope of representation.”

Section B. **Equal Employment Opportunity**

The City is an equal employment opportunity employer. No person shall be discriminated against with respect to their employment on the basis of race, color, religion, gender (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by federal or California state law.

ARTICLE V
REPRESENTATIVE ROLE

The Association shall designate employee representatives, at the beginning of the term of this Agreement, for purposes of meeting with Management on terms and conditions of this Agreement or representing employees during the process of handling a grievance. The Board of Directors of the Association may meet individually or collectively to discuss items of grievance and/or provisions of this Agreement. Reasonable time off shall be allowed to meet with Management, to discuss matters of grievance and/or provisions of this Agreement, or to meet and confer as provided by state law.

Regular Association business meetings shall not be held on City time, and City equipment and supplies are not to be used for Association business. City premises can be used for such if scheduled in advance and during the work day. Employee representatives shall notify their immediate supervisor of the time and anticipated duration of such meetings.

The Association is allowed four (4) representatives and one (1) Alternate to meet and confer with Management in order to develop a new Memorandum of Understanding or discuss items contained in the present Memorandum of Understanding.

Any authorized representative of the Association shall have the right to contact individual employees working within the representation unit in any City facilities during business hours on matters within the scope of representation, provided that such contact does not interfere with the operations of the Police Department or City.

ARTICLE VI
SALARIES AND OTHER COMPENSATION

Section A. **Salary Increases**

1. Effective April 1, 2006, members of the Police Association shall receive a two percent (2.0%) salary increase.

2. Effective August 1, 2006, members of the Police Association shall receive a two percent (2.0%) salary increase.

3. Effective August 1, 2007, the salary increase will be determined by the Ten City Salary Benchmark Formula calculated for the benchmark positions of Police Officer and Police Dispatcher II, as described and modified below:

- a. For the purpose of calculating salary increases under the Ten City Salary Benchmark Formula, the City shall review the salaries for the benchmark positions in the following ten comparison agencies: Antioch, Concord, Contra Costa County, El Cerrito, Martinez, Pinole, Pittsburg, Richmond, San Pablo, Walnut Creek.
- b. The survey will utilize a July 15th cutoff to determine the date of the last increase to be included in the survey.
- c. An agency's prior year's salary increases shall only be used if the agency has not officially established its annual salary increase by July 15th of the current year. If an agency has not established a salary increase for the benchmark position(s) for two years in a row, it will be considered to have adopted a zero percent (0%) increase in the current year.
- d. Once the survey data is obtained, the highest and lowest salary increases shall be discarded, and shall not be included in the calculations described in subparagraph 3.e. below.
- e.. Using the remaining salary increase data obtained from the survey, the City shall calculate annual salary increases. The following calculations are performed for each benchmark position:

Percent Increase

- 1) Add the individual percentage increases given by each city to obtain a sum.
- 2) Divide the sum by eight (8). This result is the percentage increase.

Salary Increase

- 1) Add the individual salaries for each city to obtain a sum.
- 2) Divide the sum by eight (8). This result is the average

salary.

- 3) Increase the average salary by two and one-half percent (2-1/2%).
- 4) Divide the average salary calculated in #3 by the current salary. This result is the salary increase.

The higher of the Percent or Salary Increase calculated for Police Officer is the increase provided to all members, subject to a maximum cap of 3.5% for the August 1, 2007 salary increase.

4. Effective August 1, 2008, the salary increase shall be determined in the same manner as that described for the salary increase effective August 1, 2007, as described in paragraph 3 above, except that the salary increase effective August 1, 2008 shall be subject to a maximum cap of 4%.

Section B. **Sergeant Differential**

At each equivalent step, Police Sergeants shall be paid a base salary which is at least fifteen percent (15%) higher than the base salary of Police Officers.

Future salary increases will continue this fifteen percent (15%) minimum differential.

Section C. **Salary Schedule**

The salary schedule effective April 1, 2006 for the classifications included within the Pleasant Hill Police Association is attached as Exhibit A.

Section D. **Lump Sum Payment**

Each member of the Association employed as of April 1, 2006 shall receive a lump sum payment of eight hundred dollars (\$800.00), less legally required taxes and deductions.

Section E. **Special Duty Compensation or "Premium Pay"**

1. Introduction Employees assigned to certain assignments will be eligible for additional compensation known as premium pay. Employees are only eligible for premium pay compensation for one assignment at a time. The Chief of Police, or his/her designee, shall select and assign employees to special duty assignments as outlined in Article XI of this Agreement.

2. Field Training Officer ("FTO") The Field Training Officer is an Officer or Corporal who has completed a Department-approved FTO Trainer or Instructor's course and has been designated as a FTO by the Department.

The FTO shall receive premium pay of five (5%) percent of his/her base pay for each consecutive four (4) hour assignment when assigned to train full-time sworn officers, provided the FTO has completed a P.O.S.T. FTO course or is a Department-approved FTO. Whenever possible, trainees shall be assigned to qualified FTO's.

3. Dispatchers Dispatcher I's and Dispatcher II's, if assigned as trainers, will receive premium pay of an additional five (5%) percent of their base pay for each consecutive two (2) hours of training responsibility. This premium pay is allowed provided the Dispatcher I or Dispatcher II has been selected as a department dispatcher trainer and has completed department-approved trainer courses/programs.

Additionally, Dispatcher I's and Dispatcher II's must also be P.O.S.T. certified dispatchers to qualify for premium pay under this section. The failure of a dispatcher to pass the P.O.S.T. dispatcher certification shall not affect his/her employment status in any way except that, if assigned as a trainer, the dispatcher may not receive premium pay.

4. SWAT or TNT Assignment This assignment has specific and periodic duties. The City will pay the premium pay of five (5%) percent of base pay only under the following conditions:

- a. During training assignment (up to eight [8] hours each month);
- b. During call outs; and
- c. During specific SWAT and/or TNT details.

5. Special Duty Assignment as a Motorcycle Officer Officers assigned to the special duty assignment of Motorcycle Officer shall receive additional pay equivalent to three hours each month, *unless* he/she is receiving additional pay as FTO.

6. Special Duty Assignment as a Canine Officer Employees assigned to the position of Canine Officer shall receive premium pay of 5% over base pay. The parties agree that this additional premium pay is compensation for the actual time involved in the care, feeding, exercise, transport and maintenance of the canines. Canine duty pay shall be included in base pay for overtime calculation purposes.

7. Evidence/Forensics Assignment Personnel assigned to the position of Evidence/Forensic Specialist shall receive a pay differential of two and one-half percent (2.5%) above base pay, for as long as they occupy the position. This compensation shall be included in base pay for overtime calculation purposes.

Section F. **Acting Pay**

1. Generally An employee who is temporarily assigned duties outside his/her assigned job classification for six (6) consecutive working days or more shall, upon the Chief of Police's approval, be paid acting pay of an additional five percent (5%) of his/her base pay beginning the sixth (6th) day the employee performs said duties.

2. Exception A Corporal temporarily assigned duties outside his/her assigned job classification shall, upon the Chief of Police's approval, receive acting pay of an additional five percent (5%) of his/her base pay only after twenty (20) working days or more performing said duties, which pay shall be retroactive to the first (1st) day the employee performed said duties.

Section G. **Call Out Pay for Court Appearances**

Subject to the exception noted below, all employees will receive four (4) hours minimum overtime for court appearance or call out if their appearance is necessitated *either* on a regular day off *or* during their normal off-duty time on a regular work day. Where the court appearance occurs after an employee's scheduled shift, the four hour rate will be paid if there is any break in time from the end of the employee's shift to the time of the required court time. If the court time comes prior to an employee's shift, then it must occur more than four hours prior to the beginning of the employee's shift in order for this provision to apply. If the court appearance occurs less than four hours before the start of the employee's shift, then the paid overtime shall be the actual time between the court appearance time and the start of the employee's shift.

All employees will receive two (2) hours minimum overtime on court appearances scheduled on a regular day off which is canceled and when no notification is given 24 hours prior to the scheduled appearance. These provisions will apply to officially recorded overtime only. Unofficial overtime assignment shall be prohibited.

Section H. **Call Out Pay for Training**

Subject to the exception noted below, all employees will receive four (4) hours minimum overtime for training if their attendance at the training is required either on their regular day off or during their normal off-duty time on a regular work day. Where the training occurs after an employee's scheduled shift, the four hour rate will be paid if there is any break in time between the end of the employee's shift to the time of the required training. If the training occurs prior to an employee's shift, then it must occur more than four hours prior to the beginning of the employee's shift in order for this provision to apply. If the training occurs less than four hours

before the start of the employee's shift, then the paid overtime shall be the actual time between the start of the training and the start of the employee's shift.

Section I. Educational Degree Incentive Pay for Sworn Personnel

The City agrees that sworn personnel shall be entitled to educational degree incentive pay as follows:

- a. All sworn personnel employed by the City as of April 3, 1995 shall be entitled to educational degree incentive pay in addition to their monthly base pay pursuant to the following schedule:
 - 1) A.A. Degree or 90 quarter units or 60 semester units 1.25% of base pay/month
 - 2) Intermediate POST Cert. 1.25% of base pay/month
 - 3) Bachelor's Degree, or 180 quarter units or 120 semester units plus Advanced POST Cert. 5% of base pay/month
 4. MA/MS Degree and Advanced POST Cert. 7.5% of base pay/month
- b. All sworn personnel hired after April 3, 1995, shall be entitled to educational degree incentive pay in addition to their monthly base pay pursuant to the following schedule:
 - 1) Intermediate POST Cert. 1.25% of base pay/month
 - 2) Bachelor's Degree, or 180 quarter units or 120 semester units plus Advanced POST Cert. 5% of base pay/month
 - 3) MA/MS Degree and Advanced POST Cert. 7.5% of base pay/month

Section J. Uniform Allowance

1. Time of Payment Uniform allowance shall be paid once a year with the August 5th paycheck.

2. Uniform Allowance for Non-Sworn Personnel Non-sworn personnel shall receive a uniform allowance annually, provided all articles of clothing worn as a uniform conform to the standards set by the Chief of Police. The annual uniform allowance paid to non-sworn personnel on August 5th, 2005 was six hundred fifty nine dollars (\$659.00). The City shall adjust this amount to reflect the annual Consumer Price Index for San Francisco, Oakland and San Jose on April 1st of each year.

3. Uniform Allowance for Sworn Personnel Sworn personnel shall receive a uniform allowance annually. The annual uniform allowance paid to sworn personnel on August 5th, 2005 was eight hundred seventy eight dollars (\$878.00). The City shall adjust this amount to reflect the annual Consumer Price Index for San Francisco, Oakland and San Jose on April 1st of each year.

Section K. **Bilingual Pay**

Bilingual pay in the amount of seventy-five dollars (\$75.00) per month shall be paid to qualified, eligible members of the Association. The Chief of Police or his/her designee shall determine eligibility and qualification standards and procedures.

Section L. **Vehicles for Investigators**

Each investigator will be assigned a specific unmarked vehicle for his/her use in the follow-up investigation of assigned cases or other assigned duties.

Investigators may drive their assigned vehicles to and from work. Vehicles should be garaged if possible and if not possible, left locked. Persons other than employees will not drive the vehicles.

These assigned vehicles should not be routinely used for transportation during off-duty hours.

Assignment of a city vehicle is intended to be compensation for rotational "on call" duty or assignment.

ARTICLE VII
WORKING CONDITIONS

Section A. **FLSA Work Periods; Rest Periods**

1. Basic Work Period The basic work period for employees shall consist of a forty (40) hour workweek, unless modified in accordance with the requirements of the Fair Labor Standards Act ("FLSA").

2. Work Periods for Employees on "3-12" Shift Schedule In accordance with the FLSA, non-sworn employees working a "3-12" shift schedule will have "52 week/2,080 hour" work periods as set forth in Section 7(b) of the FLSA, rather than 40-hour workweek periods, and shall be paid overtime in accordance with the requirements of Section 7(b). Sworn employees working a "3-12" shift schedule will continue to have 28-day work periods under Section 7(k) of the FLSA rather than 40-hour workweek periods, and shall be paid overtime in accordance with the requirements of Section 7(k).

3. Rest Period. Rest periods shall be of a fifteen (15) minute duration, allowing for one (1) rest period each half of the employee's work day.

Section B. Overtime Provision

The City will comply with the Department of Labor guidelines for the administration of the Fair Labor Standards Act, including those guidelines and regulations governing the calculation and payment of overtime. The City affirms that it will follow FLSA rules pertaining to paying overtime and not adjusting work periods to avoid the payment of overtime. The purpose of this is to eliminate random work period/shift schedule adjustments. This does not apply to rescheduling for the purposes of facilitating attendance at training schools or similar activities.

Overtime received for a continuation of a regularly scheduled shift, or preceding a regularly scheduled shift, will be for actual time worked after or preceding the regularly scheduled shift. Actual overtime received will be computed to the nearest fifteen (15) minutes.

Section C. Holiday and Compensatory Accumulated Time

The City will allow employees within the Association to choose, with approval of the Department Head, whether they will be paid or given time off for all holidays, as well as compensatory time earned. All accumulated time under provisions of this benefit shall not exceed a maximum accumulated time of eighty (80) hours.

Once a calendar year, the City will agree to buy back holiday time, or other compensatory time. Hours eligible for this buy back provision must be accumulated prior to the current pay period. Requests for "buy back" must be submitted prior to the payroll period in which the "buy back" payment is sought.

Compensatory time off ("CTO") requests will be granted in accordance with the current Fair Labor Standards Act ("FLSA") provisions. Compensatory time off requests requiring the Police Department to assign overtime in order to maintain minimum staffing levels will be limited to one person per shift. All requests requiring overtime in order to maintain minimum staffing levels will be submitted twenty-one (21) calendar days in advance of the requested date.

Requests for compensatory time off will be approved on a first-come first-served basis. Requests submitted on the same date for the same day off will be approved based upon rank and seniority.

The provisions of this section will be subject to the Department of Labor's guidelines implementing the Fair Labor Standards Act.

Section D. **Payroll Issues**

1. Payment of Wages When Transitioning To or From Daylight Savings Time In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one hour transition from Standard Time to DST will be paid only for hours actually worked. Employees working on a shift which includes the one hour transition, shall use their accrued compensatory time, vacation time or holiday time to make up the lost work hour. Alternatively, the City may require the employee to work one additional hour.

In the Fall, when transitioning from DST, employees working during the one hour transition will be paid for all hours worked, and will be compensated at overtime pay rates or be credited equivalent compensatory time for the DST transition and any other overtime worked.

2.Procedure for Handling Overpayments of Wages Following notice to the overpaid employee, the employee shall have two (2) weeks in which to submit in writing a request for a grace period for repayment. The grace period shall not exceed one pay period for each twenty-five dollars (\$25.00) owing. For example, if the amount of the overpayment was one hundred twenty five dollars (\$125.00), the maximum length of the grace period would be five (5) pay periods.

The overpaid employee's written request for a grace period must be acknowledged in writing by the Finance Department to be effective.

No grace period shall be allowed for an overpayment of one hundred dollars (\$100.00) or less for sworn personnel or fifty dollars (\$50.00) or less for non-sworn personnel.

If an overpaid employee does not make a written request for a grace period as set forth in this section, then the overpaid monies shall be repaid to the City in such manner as the City deems appropriate.

Upon separation of employment, the overpaid employee's grace period is automatically terminated and any remaining amounts of overpayments shall be deducted from the separated employee's final paycheck.

Section E. **Provision of Meals During Emergencies**

1. The City will provide a meal to employees working under emergency circumstances. The meal may be provided at a pre-designated restaurant, as a box lunch or equivalent, or through reimbursement up to fifteen dollars (\$15.00) per allowed meal including tax and tips upon production of a valid receipt.

2. For purposes of this section, “emergency circumstances” means an immediate response or holdover to a police department-authorized call outside of the employee's regular work shift for three (3) hours or greater duration when the responding employee has had no time or opportunity to prepare or obtain a meal. Emergency circumstances do not include overtime court appearances, or previously scheduled overtime. Previously scheduled overtime is overtime scheduled with four or more hours notice.
3. Employees eligible for a meal under emergency circumstances under this section will be granted a 45-minute meal break for their meal subject to call back. If the eligible employee is assigned to a fixed position, and relief is not possible, the meal will be provided to the employee on site when the nature of the operation permits.
4. The Chief of Police or his/her designee shall have discretion to determine whether this provision shall be applied.

ARTICLE VIII

HEALTH AND SAFETY

SECTION A. **General**

The City shall comply with all applicable Federal, State, and City safety laws and regulations and shall furnish to all employees all safety equipment required by law.

SECTION B. **Hepatitis Vaccinations**

1. The City and the Association recognize that employees assigned to this bargaining unit are subject to a greater occupational risk of exposure to the hepatitis viruses. The City and the Association further recognize that it is in both the City's and Association members' benefit to vaccinate against the hepatitis viruses.

2. To minimize the risk of contracting hepatitis, all Police Officers, Corporals, Sergeants, Community Service Officers and any other non-sworn member of the Association who perform matron duties or other duties that raise their risk of exposure to hepatitis are to be offered the option of receiving hepatitis vaccination(s) at the City's expense. Booster vaccination(s), if deemed necessary by competent medical advice, shall also be provided at the City's expense at appropriate intervals.

3. Newly hired employees in the above-listed classifications shall be advised in writing by the Human Resources department of the employee's option to receive hepatitis vaccination(s) at City expense. If the employee exercises his/her option, the vaccination process shall begin within 90 days of the new employee's

notification to the Human Resources department of his/her wish to receive the vaccination(s).

4. The vaccinations shall be conducted in an approved medical manner by health care professionals at a facility determined by the City.

ARTICLE IX

LEAVES OF ABSENCE AND OTHER TIME OFF

Section A. Sick Leave.

1. Accrual and Use of Sick Leave Employees earn sick leave with pay at the rate of eight (8) hours per calendar month of service. Full sick leave is earned by each employee on paid leave of absence. An employee may take paid sick leave beginning the first month of employment. Sick leave is not earned by an employee on unpaid leave of absence, nor by an employee on leave covered by the City's private disability plan.

2. Payment for Accrued, Unused Sick Leave

a. Annually

An employee eligible to accrue sick leave is entitled to receive, on either the December 5th pay day or the January 5th pay day, a cash payment in the amount of twenty-five percent (25%) of the sick leave accrued and unused during that calendar year, provided that the employee shall have to his/her credit on November 30th not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30th. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

An employee who does not opt for cash payment may convert twenty five percent (25%) of the unused portion of the sick leave accrued in the current calendar year to additional vacation time.

An employee may elect to retain accrued sick leave in lieu of payment or conversion to vacation leave.

b. Upon Separation From Employment

If, after five (5) years of service from the date of employment, an employee in good standing is terminated because of retirement, voluntary resignation or abolishment of position, payment to the employee for accumulated sick leave shall be to a maximum of twenty-five (25) days, paid at the rate of one (1) day for each four (4) days of unused sick leave.

c. Upon Death While Still Employed

Sick leave payment for Sworn Officers upon death prior to retirement shall be as follows:

In the event of death in the line of duty, as stipulated in the case's Medical Report, payment shall be one hundred percent (100%) of accumulated sick leave. Payment shall be made at the rate of the employee's salary at the time of death.

In the event of a death due to any other circumstance prior to the eligibility date for normal service retirement, payment shall be provided as in Section A.2.b. of this Article (above). If such death occurs when the employee is eligible for retirement, and he/she would have been eligible for the benefits provided under Section A.2.d.(1) or Section A.2.d.(2) of this Article (*see below*), then those benefits shall apply.

d. Paid Sick Leave/Medical Plan Following Service Retirement

When an eligible employee retires, one hundred percent (100%) of his/her accrued sick leave is reported to PERS for purposes of calculating PERS retirement service credit pursuant to PERS regulations. In addition, eligible employees may qualify for the sick leave conversion benefits specified in subsections (1) or (2) below.

(1) Medical Premium Payments for a 20 Year Employee After Service Retirement

The sick leave conversion plan for an employee who has worked with the City of Pleasant Hill for twenty (20) or more years, regardless of age, and who elects to take a service retirement is as follows:

Employees are eligible to use up to one hundred percent (100%) of their accumulated sick leave, at one-hundred percent (100%) of their last day worked salary, to be applied towards medical and dental insurance premium payments. The premium payments shall be paid from a fund set aside for this purpose and shall continue to be paid until : (a) the depletion of applied monies, or (b) the death of both the employee and his/her legal spouse. There shall be no right to survivorship of these funds after the death of both the employee and his/her legal spouse.

The annual premium rate in existence for family coverage (employee plus dependents) shall be the maximum amount available to the retired employee the year of retirement and each year thereafter until the fund has been used. Upon termination of this benefit, the City will contribute an additional two (2) years of medical premium payments under these provisions.

Alternatively, eligible employees may convert twenty five percent (25%) of their accumulated sick leave to cash, up to a maximum of two hundred (200) hours, and apply the remainder to post-retirement medical premium payments, as described above.

This section shall be used in addition to the use of sick leave credit for retirement purposes as provided by the City contract now in force with the Public Employees' Retirement System.

(2) Medical Premium Payments for a 15 to 20 Year Employee After Service Retirement

The sick leave conversion plan for an employee who has worked with the City of Pleasant Hill for fifteen (15) or more years, but less than twenty (20) years, and who elects to take a service retirement is as follows:

At age fifty (50) to fifty-four (54), an employee may apply fifty percent (50%) of unused sick leave, calculated at twenty-five percent (25%) of their present salary, to pay for medical and dental insurance premiums. The premium payments shall be paid from a fund set aside for this purpose and shall continue to be paid until: (a) the depletion of the applied monies, or (b) the death of both the employee and his/her legal spouse. There shall be no right to survivorship of these funds after the death of both the employee and his/her legal spouse.

The annual insurance premium rate in existence for family coverage (employee plus dependents) shall be the maximum amount available to the retired employee the year of retirement and each year thereafter until the fund has been depleted. Upon depletion of this benefit, the City will contribute an additional year's premium.

(3) Annual Adjustments for Inflation Increases

The annual medical insurance premium rate for family coverage (employee plus dependents) in existence at the time of retirement shall be the maximum amount available to the retired employee the year of retirement and each year thereafter until the maximum amount available is used. The City agrees to pay up to seven percent (7%) annually for inflation increases on medical insurance premiums, as long as the employee is eligible for City payment of this insurance premium. Any increase in medical premiums over seven percent (7%) shall be paid from the employee's fund.

e. Paid Sick Leave/Medical Plan Following Disability Retirement

An employee who is awarded a disability retirement from the City of Pleasant Hill after five (5) consecutive years of service, but who is still employable in another type of occupation, will be eligible for medical insurance premiums paid by the City

for one year following the date of retirement or until re-employed, whichever comes first.

If the employee is unemployable in any type of occupation the City will pay the medical insurance premiums for a maximum of five (5) years.

Section B. Vacation Leave

1. Earning of Vacation Leave. Vacation leave is earned by employees, including employees on either sick or vacation leave, at the following rate:

YEARS OF SERVICE	VACATION DAYS PER YEAR
1	12
2	12
3	12
4	15
5	15
6	15
7	16
8	16
9	16
10	18
11	18
12	18
13	18
14	18
15	21
16	21
17	21
18	21
19	21
20+	23

2. Payment for Accrued, Unused Vacation Leave

Upon written request by the employee, City will buy back accrued, unused vacation hours provided the employee has used a minimum of 36 consecutive hours of vacation during the twelve (12) months prior to the date of the request.

Additionally, the employee must have at least 60 hours of accrued vacation leave at the conclusion of the vacation buy back transaction.

The written request for the vacation buy back must be submitted to the Personnel Officer by the twenty-fifth (25th) day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buyback shall be limited to two requests per fiscal year.

Section C. **Holidays**

Employees who work a normal work week Monday through Friday will calculate holidays in the following manner:

- 1) If a holiday falls on Sunday, the following Monday is considered as the holiday;
- 2) If a holiday falls on Saturday, the preceding Friday is considered as the holiday.

An employee who wishes to observe days significant to his or her race or religion may do so with the approval of his or her Department Head. This time off will be charged to compensatory time, as defined in "Personnel Rules and Regulations", or vacation.

HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day

Christmas Day

DATES

January 1
Third Monday in January
February 12
Third Monday in February
Last Monday in May
July 4
First Monday in September
Second Monday in September
November 11

If such holiday falls on a Saturday or Sunday, it shall be taken on the preceding Friday.

Section D. **Personal Leave Day**

One floating Personal Leave Day may be taken by the following classes: Dispatcher I and Dispatcher II, Police Juvenile Specialist, Community Service Officer I and Community Service Officer II. The Personal Leave Day must be taken as a full day and as time off and it may not be traded for cash payment.

Section E. **Maternity Leave**

See Exhibit "B" – Attached.

Section F. **Medical Leave**

An employee who experiences a continued illness beyond the expiration of his or her sick leave may then charge the absence to either accrued compensatory time or vacation time.

After a thirty (30) day waiting period, an employee may elect to apply for disability insurance. At the employee's option, and with the approval of the City Manager, an employee may elect to continue the use of his or her sick leave prior to applying for disability coverage.

Section G. **Family and Medical Leave**

The City will provide family and medical leave in compliance with state and federal law and any City policy adopted with respect to family and medical leave.

Section H. **Personal Leave of Absence**

A personal leave of absence is defined as a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period. The employee must submit a written request to his or her Department Head for such leave, stating the date of leave and the reason.

A Department Head may grant an employee a leave of absence for not more than ten (10) days when it is in the best interest of the City. An approved leave of absence for the purpose of additional job related education or training is an example of this practice.

The City Manager must approve a leave of absence without pay which exceeds ten (10) days.

Section I. **Military Leave**

The City will provide military leave in compliance with Federal and California state law and any City policy adopted with respect to military leave.

Section J. **Jury Leave**

An employee is entitled to receive jury leave with full pay, if he or she remits to the City all compensation received from jury duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain jury duty compensation, but is not entitled to salary while on jury leave.

Section K. **Workers Compensation Leave**

If an employee is incapacitated by sickness or injury received in the course of his/her employment, he/she shall be entitled to the benefits provided for him/her under California Labor Code Section 4850, et. seq., in lieu of sick leave.

When a non-sworn employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee shall continue to receive pay in the amount of his or her monthly rate up to, but no longer than sixty (60) calendar days.

When a sworn employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee shall continue to receive pay in the amount of his or her monthly rate up to, but no longer than, three hundred sixty-five (365) days, in accordance with California Labor Code Section 4850.

Section L. **Bereavement Leave**

A regular scheduled employee may be granted up to four (4) days of leave of absence with pay by the Chief of Police or his/her designee because of death in the immediate family. For purposes of this Section only, "day" means the normally scheduled hours the employee works in one day.

Section M. **Immediate Family**

The immediate family of an employee includes his or her mother, stepmother, father, stepfather, husband, wife, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, domestic partner (upon submission of an affidavit), domestic partner's parents, domestic partner's grandparents, domestic partner's siblings, and domestic partner's children.

ARTICLE X
BENEFITS

Section A. **Medical Plan**

The City shall continue to provide medical coverage to members of the Association up through full family coverage. Every effort will be made to continue to provide two carriers for medical coverage. Effective April 1, 2006, members of the Association shall begin contributing towards the premium costs for such coverage in accordance with the following schedule:

- Effective April 1, 2006, each member of the Association shall contribute twenty-five dollars (\$25.00) per month to the City in partial payment of the premiums for his/her medical coverage.
- Effective August 1, 2006, each member of the Association shall contribute forty dollars (\$40.00) per month to the City in partial payment of the premiums for his/her medical coverage.
- Effective August 1, 2007, and continuing thereafter for the remaining term of this Agreement, each member of the Association shall contribute fifty-five dollars (\$55.00) per month to the City in partial payment of the premiums for his/her medical coverage.

The City shall deduct said contributions from employees' pay on a semi-monthly basis.

If an employee returns from Medical Leave, the City agrees to re-enroll the employee immediately in any plan applicable hereunder, should re-enrollment be necessary.

Section B. **Deferred Compensation – In Lieu of Medical**

Upon proof to the Personnel Officer of medical coverage from another source, employees may elect to have the City pay \$200.00 per month in their behalf into the City's Deferred Compensation Plan in lieu of the City's contribution to the employee's medical plan. Such employees shall not be required to make the contributions to medical premiums described in Section A of this Article.

Section C. **Dental Insurance**

The City will pay the full cost of the following dental plans: (1) \$1500 maximum per year per employee or eligible dependent "dental only" plan; and (2) combination \$1,000 per year dental/\$1,000 per lifetime orthodontic plan. Employees may enroll themselves and their eligible dependents in one or the other of these two plans. The parties agree to search for another combination dental/orthodontic plan that provides a higher dental benefit than the current combination dental/orthodontic but costs no more than the dental only plan.

Section D. **Vision Plan**

The City agrees to provide Association employees and their dependents with a vision insurance plan that will allow one examination, and one pair of eye glasses or one pair of contact lenses on an annual basis.

Section E. **Life Insurance**

The City agrees to continue to pay the total premium costs for \$50,000 decreasing term Life Insurance on the life of each employee for the length of this Memorandum of Understanding.

Section F. **Disability Insurance**

1. Disability Insurance for Non-Sworn Personnel

- a. During the first thirty (30) days of disability, a non-sworn employee is required to utilize sick leave or, if the employee does not have the required thirty (30) days of sick leave time, he or she may use accumulated vacation credits to cover that first thirty (30) days.
- b. If the employee is still disabled after thirty (30) days, he or she qualifies for the continuation of regular salary payments until the first Long Term Disability (L.T.D.) check is received. However, upon receipt of the first disability check, the employee must reimburse the City for any overpayment.
- c. The Long Term Disability (L.T.D.), which begins after the thirty (30) day waiting period, is adjusted annually on August 1 to concur with the Ten City Salary Benchmark Formula (see Article VI). While an employee is on disability the City will continue to pay the medical, dental and life insurance premiums for the employee. The City agrees to pay the total cost of L.T.D. premiums. The L.T.D. Plan will pay sixty-six and two-thirds percent (66-2/3%) of the employee's base salary.

2. Disability Insurance for Sworn Personnel

L.T.D. for sworn personnel is provided through a contract with PORAC for Sworn personnel. While an employee is on disability the City will continue to pay the medical, dental and life insurance premiums for the employee. The City agrees to pay the total cost of the L.T.D. payments.

Section G. **Money Purchase Plan (401(a) Plan)**

City and employee will contribute equally into a 401 (a) Money Purchase Plan. No city contribution will be made if the employee chooses not to contribute.

Effective April 1, 2006, the maximum percent contribution shall continue to be three percent (3.0%) for sworn members of the Police Association. However, the maximum percent contribution for non-sworn members of the Police Association shall increase to four percent (4.0%) as of April 1, 2006.

Section H. **Deferred Compensation (457 Plan)**

Each employee shall have the option of making monthly contributions to the City's Deferred Compensation Plan.

Section I. **Retirement**

The City will continue to provide retirement benefits under the City's present contract with the Public Employees' Retirement System for Sworn and Non-Sworn personnel. This contract includes, but is not limited to, "Single Highest Year" retirement benefit computation, 3%@50 for sworn personnel and 2%@55 for non-sworn personnel, and the benefits of Government Code Section 20636(c)(4) for reporting the value of normal member compensation to P.E.R.S. (e.g., "EPMC") for Sworn and Non-Sworn personnel. The City will contribute seven percent (7%) of the base salary for Non-Sworn personnel for the employees' share of contribution to the Public Employees' Retirement System. The City will contribute nine percent (9%) of the base salary to the Public Employees' Retirement System for Sworn personnel.

Section J. **Educational Expense Reimbursement**

The City agrees to provide reimbursement to Association members for educational expenses as follows:

1. The course or courses taken must: (a) relate to the employee's job or be a part of a degree program which has application to City service; and (2) be approved by the Chief of Police.
2. If the requirements in Section J.1. are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee eighteen dollars (\$18.00) per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all of these items (including the \$18 per month per credit unit) does not exceed five hundred dollars (\$500.00) per semester or quarter, and two thousand dollars (\$2,000.00) per calendar year overall.
3. To be reimbursed for tuition, books, and technology upgrades or additions, the employee must provide proof satisfactory to the City that the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken. Such proof includes, but is not limited to, purchase receipts, course syllabus, written requirements, and/or written confirmation from the instructor.

4. This educational reimbursement shall remain in force throughout each year of education, providing the employee meets the conditions for payment. If the employee fails to complete the unit work, the employee will be required to reimburse the City for any amount received and not entitled to.

ARTICLE XI

SPECIAL DUTY SELECTION PROCEDURE

Section A. Screening and Selection

The following screening process shall be used when selecting Officers for specified special duty assignments, including Field Training Officers. This does not include the assignment or reassignment of any sergeant or corporal to a special duty assignment.

1. The Chief of Police or his/her designee shall post announcements of Special Duty Assignments at least two (2) weeks prior to the beginning of the screening process. The examination announcement shall describe the minimum qualifications and the desired qualifications of the position.
2. Applicants shall submit an interest memo to the Chief of Police or his/her designee. The memo shall describe the applicant's experience and qualifications.
3. The selection process will consist of the following steps:
 - a. Evaluation of the application to ensure that minimum qualifications are met.
 - b. Written evaluation of all qualified applicants by all available department supervisors (Sergeants). This evaluation will account for fifty (50) percent of the total score.
 - c. Oral interview to measure job knowledge, education, job performance, and past work experience. This portion will account for fifty percent (50%) of the total score. The oral interview panel shall be comprised of persons who have not participated in the written evaluation.
4. An Appointment List shall be established and shall remain in effect for one (1) year unless exhausted or extended by the Chief of Police for a period not to exceed six (6) months.
5. Appointments shall be made from the top three (3) candidates on the appointment list. Any list with less than three (3) candidates may be declared void by the Chief and the process begun again.

Section B. **Duration of Special Duty Assignments**

Length of appointment shall be as follows (in years):

ASSIGNMENT	MINIMUM	MAXIMUM
Detective	2	3
Detective Corporal	1	2
Detective Sergeant	1	2
Community Resource Officer	2	3
School Resource Officer	2	3
DARE	2	3
CCCNET	2	3
Motorcycle Officer	4	5
Traffic Sergeant	1	2
Report Review	1	2
Detective CSO	1	2
Patrol CSO	1	2
Canine Officer	Service life of the canine	Service life of the canine
Evidence CSO	2	4
Training Sergeant	2	3

Further extension is permitted with the mutual agreement of the Chief of Police and the Association. Assignment or recent assignment to a special duty assignment shall not limit eligibility for another special duty assignment. For purposes of this section, assignment to the SWAT or TNT team does not count as a special duty assignment.

Section C. **Temporary Appointments**

Temporary appointments to special duty may be made by the Chief pending the completion of a normal selection process, or for other purposes of a limited nature.

Temporary appointments to special duty assignments may be made of persons assigned to "modified duty" for medical or administrative reasons.

In the event there are no applicants for a special duty assignment, the Chief may make a temporary appointment.

Section D. **Miscellaneous Provisions**

All personnel holding special duty assignments as of the date of this Agreement shall be grandfathered into the assignment.

Assignments to the SWAT or TNT team shall be effective until relieved.

Rotations of special duty assignments shall run concurrently with patrol rotations. This may be varied by the Chief of Police with notice to the Association, based upon the needs of the organization.

ARTICLE XII **NOTICE OF LAYOFFS**

The City shall give reasonable notice to the Police Association before effecting any layoffs which materially affect employees represented by the Association under this Agreement. Upon receiving such notice, the Association may meet and confer with the City regarding the effect of the layoff(s).

ARTICLE XIII **GRIEVANCE PROCEDURE**

The provisions contained within Rule 17 of the City's Personnel Rules and Regulations, "Grievance Procedure", shall apply.

The parties agree that the grievance procedure for all formal grievances shall include review of the grievance by the City's Human Resources Director after review and decision thereon by the Chief of Police and before review and decision by the City Manager.

ARTICLE XIV **DUE PROCESS IN** **INVESTIGATIONS AND DISCIPLINARY MATTERS**

The City affirms its commitment to comply fully with the provisions of the Public Safety Officers' Procedural Bill of Rights Act, as amended, with respect to investigations and disciplinary actions involving those employees who are covered by the Act (i.e., sworn members of the Association).

With respect to the Association's non-sworn members, the City affirms its commitment to comply fully with the requirements of Rule 13 of the City's Personnel Rules & Regulations pertaining to disciplinary action, including but not limited to those subsections setting forth employees' due process rights in connection with disciplinary actions, to wit: subsections 13.6 ("Policy and Procedure for Disciplinary Action"), 13.7 ("Notice of Disciplinary Action", and 13.8 ("Post-Disciplinary Appeal Procedure").

ARTICLE XV
MASTER OFFICER/CORPORAL/SERGEANT PROGRAM

Section A. **Effective Date**

The Master Officer/Corporal/Sergeant Program shall be effective commencing the third year of this Agreement, on August 1, 2007.

Section B. **Master Police Officer Program**

1. Police Officers Police Officers will be eligible for Master Police Officer ("MPO") designation upon satisfying the following:

- a. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department;
- b. Successful completion of a minimum of three (3) separate special duty assignments; and
- c. Possession of an Advanced California P.O.S.T. certificate.

2. Lateral Peace Officers Lateral Peace Officers will be eligible for MPO designation upon satisfying each of the following:

- a. A minimum of six (6) years of service as a sworn member of the Pleasant Hill Police Department;
- b. A sufficient number of years of service as a sworn Peace Officer of another California P.O.S.T. certified agency or agencies, such that the years with the prior agency(ies) and the required six (6) or more years of service with the Pleasant Hill Police Department total at least twelve and one-half (12.5) years of combined sworn Peace Officer service (sworn Peace Officer service with an out of state jurisdiction, in which said state has a reciprocal recognition agreement with California, will be considered qualifying service for this section);
- c. Successful completion of at least three (3) separate special duty assignments, two (2) of which must have been with the Pleasant Hill Police Department. Successful completion of the remaining special duty assignment must be with another California P.O.S.T. certified agency or with an out of state jurisdiction that has a reciprocal recognition agreement with California; and
- d. Possession of an Advanced California P.O.S.T. certificate.

Section C. **Master Corporal Program**

Corporals will be eligible for Master Corporal (MCpl) designation upon satisfying each of the following:

1. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department or the equivalent as set forth in Section B. 2.b. above;

2. Either:

a. Four (4) years of service at the rank of Corporal with the Pleasant Hill Police Department (which four years may be completed within the overall 12.5 years of required service referenced in Section C.1. above), and successful completion of two (2) separate special duty assignments as a Corporal from the list set forth in Section E.3. below;

or

b. Five (5) years of service at the rank of Corporal with the Pleasant Hill Police Department (which five years may be completed within the overall 12.5 years of required service referenced in Section C.1. above), successful completion of one (1) special duty assignment as a Corporal (from the list set forth in Section E.3. below), and prior successful completion of one (1) special duty assignment from the list set forth in Section E.2. below;

and

3. Possession of an Advanced California P.O.S.T. certificate.

Section D. Master Sergeant Program

Sergeants will be eligible for Master Sergeant (MSgt) designation upon satisfying each of the following:

1. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department, or the equivalent as set forth in Section B.2.b. above;

2. Either:

a. Four (4) years of service at the rank of Sergeant with the Pleasant Hill Police Department (which four years may be completed within the overall 12.5 years of required service referenced in Section C.1. above), and successful completion of two (2) separate special duty assignments as a Sergeant from the list set forth in Section E.4. below;

or

b. Five (5) years of service at the rank of Sergeant with the Pleasant Hill Police Department (which five years may be completed within the overall 12.5 years of required service referenced in Section C.1. above), successful completion of one (1) special duty assignment as a Sergeant (from the list set forth in Section E.4. below), and prior successful completion of one (1) special duty assignment from the list set forth in Section E.2. below;

and

3. Possession of both an Advanced P.O.S.T. certificate and a Supervisory California P.O.S.T. certificate.

Section E. **Special Duty Assignments**

1. For Lateral Officers Special duty assignments for lateral police officers will include assignments with their former agencies that are comparable to those listed below. The Chief of Police or his/her designee shall be solely responsible for determining the comparability of the former agency special duty assignments.

2. Officer Special Duty Assignments Special duty assignments for police officers shall include only the following:

- a. Detective or TASK Force Detective.
- b. Community Resource Officer.
- c. School Resource Officer.
- d. TNT Negotiator.
- e. Motor Officer.
- f. Canine Handler Officer.
- g. Field Training Officer.
- h. Corporal prior to August 1, 2000.
- i. DARE Officer.
- j. Academy TAC Officer.
- k. SWAT team member.
- l. Departmental Instructor for one of the following three courses: Firearms, Defensive Tactics, Impact Weapons. (Note: This shall count as only one Special Duty Assignment, even if an individual teaches more than one of the three courses.)

3. Corporal Special Duty Assignments Special duty assignments for corporals shall include the following:

- a. Detective Corporal.
- b. SWAT member as a corporal.
- c. TNT member as a corporal.
- d. Training manager as a corporal.
- e. Academy TAC corporal.

4. Sergeant Special Duty Assignments Special duty assignments for sergeants shall include the following:

- a. Detective Sergeant.
- b. Training Manager – Sergeant.
- c. SWAT member as a sergeant.
- d. TNT member as a sergeant.

- e. Traffic Sergeant.
- f. Academy TAC Sergeant.

5. Fulfillment of Special Duty Assignments – Defined

- a. Successful completion of a special duty assignment requires at a minimum completion of the minimum tenure requirements of each special duty assignment (as set forth in Article XI, Section B of this Agreement [“Special Duty Selection Procedure” – minimum and maximum lengths of appointment]).
 - b. Successful completion of a special duty assignment further requires an overall evaluation of at least “meets standards” or “good”.
 - c. SWAT and TNT will each be considered a successful completed special duty assignment upon completion of two (2) years of continuous service with the appropriate team.
 - d. Field Training Officer (FTO) will be considered a successfully completed special duty assignment when the officer has served as an FTO for a minimum of one (1) year and has trained at least two (2) trainees through one complete phase of the training cycle.
- Special duty assignments shall not be made solely for the purpose of qualifying an officer, corporal or sergeant for the Master designation.

Section F. Responsibilities

The performance dimensions for a MPO, MCpl or MSgt will include, in addition to the dimensions for Police Officer, Police Corporal and Police Sergeant, the following:

- a. Acting as a mentor offering counsel, advice and training of fellow officers in developmental areas not limited to informal briefing or formal in-service training; and
- b. Providing advice and counsel in areas of their specific expertise that will provide benefits to their fellow officers, the Department, the City, and the Community.

Section G. Application Process

Each officer is individually responsible for initiating the application process for the Master designation and for providing the necessary supporting documentation. The Police Administration shall cooperate in the procurement of necessary supporting documentation.

Section H. Pay Differential

Police Officers, Corporals and Sergeants who achieve the Master designation shall receive a 5% pay differential which shall be included in the employee's base pay. This pay differential is not cumulative and does not compound.

Section I.

Master Insignia

The Chief of Police, or his/her designees, shall meet with representatives of the Police Association to discuss mutually acceptable badge, crest, flash, tab, pin, stripe or other symbol designating "Master" status, if any. The Chief of Police will have sole discretion to decide whether master designation insignia of any kind will be developed.

ARTICLE XVI **COMMITTEE ON HEALTH SAVINGS ACCOUNT PROGRAM** **FOR POST-RETIREMENT HEALTHCARE COSTS**

The parties agree to form a committee to formulate the implementation of a health savings plan for post-retirement healthcare costs that is cost neutral to the City. The plan shall go into effect within six (6) months of the ratification of this Agreement, barring other agreement by the parties.

ARTICLE XVII **WORK ACTIONS**

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement. The Association agrees that during the term of this Agreement, the Employees shall not engage in or support strikes, work stoppages, work slow downs, boycotts, or other direct or indirect work actions against the City. Any employee participating in these prohibited activities may be disciplined by the City.

ARTICLE XVIII **FULL AGREEMENT**

It is understood this Agreement represents a complete and full understanding on all negotiable issues between the City and the Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Association except as specifically referred to in this Agreement. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and such action is proposed by the City, the Association shall be afforded notice and shall have the right to meet and confer upon request.

ARTICLE XIX
SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a thirty (30) work day period. If no Agreement has been reached, the parties agree to invoke the provision of impasse under Section 6 of City Resolution No. 25 – 77.

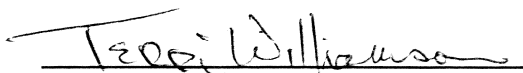
ARTICLE XX
TERM OF AGREEMENT

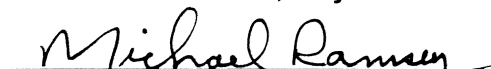
This Agreement shall be effective as of August 1, 2005 and shall continue in full force and effect through midnight, July 31, 2009.

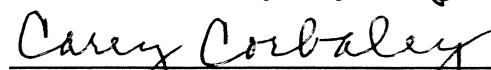
ARTICLE XXI
CLASSIFICATIONS WITHIN THE ASSOCIATION

The City recognizes the Association as the sole and exclusive representative for the Pleasant Hill Police Association bargaining unit consisting of the following classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager: Community Service Officer I; Community Service Officer II; Dispatcher I; Dispatcher II; Police Trainee; Police Juvenile Specialist; Support Services Supervisor; Police Officer; Corporal; Police Sergeant.

CITY OF PLEASANT HILL


Terri L. Williamson, Mayor


Michael C. Ramsey, City Manager


Carey Corbaley, City Negotiator

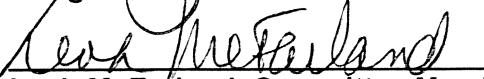
PLEASANT HILL POLICE ASSOCIATION


Larry Griner, President


Todd Clark, Committee Member


Tim Frank, Committee Member


Craig Sillers, Committee Member


Leah McFarland, Committee Member


Bud Stone, Association Negotiator

CITY OF PLEASANT HILL - POLICE ASSOCIATION

EFFECTIVE 04/01/2006 - 2.00%

RANGE	A	B	C	D	E	F	POSITION
20	3027	3209	3367	3539	3711	3899	
25	3182	3401	3576	3751	3938	4135	
28	3284	3485	3661	3840	4036	4236	COMMUNITY SERVICE OFFICER I
32	3357	3567	3746	3934	4130	4338	
33	3362	3569	3751	3937	4135	4344	
37	3427	3659	3836	4030	4232	4445	COMMUNITY SERVICE OFFICER II
38	3466	3663	3849	4039	4244	4458	
42	3507	3744	3930	4129	4334	4548	
46	3558	3836	4031	4232	4445	4661	
49	3634	3849	4037	4244	4458	4687	
51	3705	3930	4127	4334	4548	4777	
52	3722	3955	4151	4355	4574	4805	
55	3777	4030	4232	4661	4661	4897	
56	3804	4034	4244	4458	4687	4918	
57	3890	4126	4334	4550	4776	5015	DISPATCHER I
60	3956	4193	4403	4624	4855	5098	
61	3959	4208	4419	4644	4872	5117	
65	3994	4232	4445	4661	4897	5142	
70	4069	4334	4548	4777	5019	5269	DISPATCHER II
75	4188	4445	4664	4897	5143	5403	
80	4241	4548	4775	5019	5269	5535	
83	4391	4610	4842	5085	5340	5608	
112	4044	0	0	0	0	0	POLICE TRAINEE
115	4297	4570	4796	5034	5287	5551	
116	4650	4943	5188	5448	5720	6005	POLICE OFFICER
117	4689	4981	5228	5490	5763	6052	JUVENILE SPECIALIST
118	4883	5193	5449	5719	6006	6305	CORPORAL/SUPPORT SERVICES SUPERVISOR
120	4786	5171	5427	5699	5982	6281	
125	4990	5299	5563	5843	6135	6440	
130	5105	5501	5776	6067	6370	6687	
141	5460	5794	6080	6386	6708	7044	POLICE SERGEANT

EXHIBIT A

EXHIBIT B

MATERNITY LEAVE POLICY

The city of Pleasant Hill shall have the following maternity policy subject to the approval of the City Manager.

1. Leave of absence without pay for up to but no more than four and one half (4 1/2) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence without Pay.
3. Sick leave may be used during this leave where medically Justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employees accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental and life insurance premiums during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one half months (18 weeks) Leave of Absence will be the absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half months (4 1/2) leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.